

TUPELO CITY COUNCIL MEETING AGENDA

April 3, 2018

6:00 P.M.

<u>INVOCATION:</u>	COUNCILMAN WILLIE JENNINGS
<u>PLEDGE OF ALLEGIANCE:</u>	PRESIDENT MARKEL WHITTINGTON
<u>CALL TO ORDER:</u>	PRESIDENT MARKEL WHITTINGTON

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

4. PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

- |    |     |   |
|----|-----|---|
| JS | 4.1 | RECOGNITION OF BOY/GIRL SCOUTS                    |
| JS | 4.2 | RECOGNITION OF CITY EMPLOYEES                     |
| JS | 4.3 | PROCLAMATION IN RECOGNITION JUNIOR AUXILIARY WEEK |
|    | 4.4 | PUBLIC RECOGNITIONS                               |
| JS | 4.5 | MAYOR'S REPORT                                    |

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

5. PUBLIC AGENDA

- |      |  |
|------|--|
| 5.1  | PUBLIC HEARINGS  |
| 5.1A | PUBLIC HEARING REGARDING THE DEMOLITION<br>OF PROPERTIES       |
| 5.2  | CITIZEN HEARINGS   |
| 5.2A | MATTER REGARDING SAFETY CONCERNS AT LEE<br>ACRES STORM SHELTER |

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

6. ACTION AGENDA

NO ITEMS

7. ROUTINE AGENDA

- |     |  |
|-----|--|
| 7.1 | REVIEW, APPROVE, REJECT MINUTES OF THE MARCH 20,<br>2018 REGULAR COUNCIL MEETING |
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TUPELO CITY COUNCIL MEETING AGENDAApril 3, 20186:00 P.M.

- |    |      |  |
|----|------|--|
| KH | 7.2  | REVIEW, APPROVE, REJECT ADVERTISING AND PROMOTIONAL EXPENSE LIST   |
| KH | 7.3  | REVIEW, PAY BILLS  |
| KH | 7.4  | REVIEW, APPROVE, REJECT FY2018 BUDGET REVISION NO. 5   |
| KH | 7.5  | REVIEW, APPROVE, REJECT 2017 CITY AUDITED FINANCIAL STATEMENTS (ON FILE IN THE COUNCIL CLERK OFFICE)         |
| KH | 7.6A | REVIEW, APPROVE REJECT PAYMODE-X MASTER AGREEMENT BETWEEN BOTTOMLINE TECHNOLOGIES AND THE CITY OF TUPELO     |
| KH | 7.6B | REVIEW, APPROVE, REJECT PAYMODE-X CONFIRMATION AGREEMENT   |
| KH | 7.7  | REVIEW, APPROVE, REJECT FAIR HOUSING RESOLUTION  |
| KH | 7.8  | REVIEW, APPROVE. REJECT APPROVAL TO OPEN A NEW bank ACCOUNT AT TRUSTMARK BANK                                |
| JS | 7.9  | REVIEW, ACCEPT, REJECT APPOINTMENT TO MISSISSIPPI FINAL STANDS CIVIL WAR CENTER BOARD                        |
| SH | 7.10 | REVIEW, APPROVE, REJECT FINAL DEMOLITION LIST  |
| SH | 7.11 | REVIEW, APPROVE, REJECT REQUEST FROM SAVANNAH LANE RESIDENTS FOR RECOGNITION AS A NEIGHBORHOOD ASSOCIATION   |
| TH | 7.12 | REVIEW, APPROVE, REJECT REQUEST FOR INTERNATIONAL TRAVEL – TODD HUNT   |
| JT | 7.13 | REVIEW, AWARD, REJECT BID NO. 1511WL TUPELO PRIMARY SUBSTATION POWER GROUNDING TRANSFORMER TESTING ‘ PROJECT |
| AF | 7.14 | REVIEW, APPROVE, REJECT REQUEST TO DONATE SICK TIME TO A PARKS AND RECREATION DEPARTMENT EMPLOYEE            |

TUPELO CITY COUNCIL MEETING AGENDA

April 3, 2018

6:00 P.M.

8. STUDY AGENDA

NO ITEMS

9. EXECUTIVE SESSION

NO ITEMS

10. ADJOURNMENT



*City of Tupelo*  
*Office of the Mayor*  
*Junior Auxiliary Week*  
**PROCLAMATION**

**WHEREAS**, The Junior Auxiliary of Tupelo, MS, a chapter of seventy-four year old National Association of Junior Auxiliaries, Inc., represents a serious endeavor on the part of women to be active and constructive participants in the community and to assume responsible leadership in meeting community needs; and

**WHEREAS**, the mission of the National Association of Junior Auxiliaries, Inc., is to encourage member Chapters to render charitable services which are beneficial to the general public, with particular emphasis on children, and to cooperate with other organizations performing similar services; and

**WHEREAS**, the Junior Auxiliary of Tupelo, MS, works actively to perform the mission of the National Association of Junior Auxiliaries, Inc., in this community, and we appreciate its efforts.

**NOW, THEREFORE**; I, Jason L. Shelton, Mayor of the City of Tupelo, Mississippi, do hereby proclaim the week of April 1- 8, 2018, as

**JUNIOR AUXILIARY WEEK**

in Tupelo, Mississippi, sponsored by the National Association of Junior Auxiliaries, Inc., and urge all citizens, civic and fraternal groups, news media, and other community organizations to join in the salute to Junior Auxiliary volunteers who have been an important presence in this community since 1951.



Any citizen of the City, business owner or property owner within the City may request that a matter be placed on the agenda for the purpose of bringing the matter before the City Council for subsequent Council action provided that he or she submits a written and signed request to the Council President or the Mayor describing the nature of his or her request. Such request must be received before 5:00 P.M. on Thursday prior to the next scheduled Council meeting. The presentation of a citizen's request shall be limited to (5) minutes.

*Forms may be faxed to the Council Clerk's office, 662.840-2075 or scanned and emailed to [amanda.daniel@tupeloms.gov](mailto:amanda.daniel@tupeloms.gov). Forms must be signed and returned to the Council office by the agenda deadline.*



# Memorandum

*Debra Byrd, Code Enforcement Manager*

**Date:** March 27, 2018

**To:** Pat Falkner  
Shane Hooper

**Subject:** Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on April 17, 2018, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find this property to be a hazard and award permission for the lowest and best bidder to demolish the structure and pay the bid winner from the Revitalization Fund. We will invoice the owner and place a lien on the property if the owner does not pay for the demolition. A copy of the entire case file including all pictures will be made available for the Council if they wish. I can attend the Agenda Review to answer any questions.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
18202	089P-31-244-00	520 S. BROADWAY	LIBERTY RESTORATION
23865	074T-17-055-00	3053 WALSH RD	L. PATRICK SHELLY
23446	075E-16-106-00	2630 WALSH RD	JOHN ELLIS
23682	089B-30-062-00	1209 N GREEN	DOOLIE WITHERSPOON
23764	089F-30-218-00	600 N SPRING	JOHN T. SHANNON

cc: Amanda Daniel, Clerk of the Council

**Finance Department**

**To:** Mayor & City Council  
**From:** Kim Hanna  
**Date:** April 3, 2018  
**Re:** Review/Approve/Reject Advertising and Promotion Expense

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The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

Real Men Stand Up – Summit Center	\$3,500.00
10 for Tupelo – Mail out letter/flyer/TWL	\$1,062.50
MEC – 69 <sup>th</sup> Annual Meeting	\$1,800.00

The proposed expenditures are included in the operating budget of the City of Tupelo.

7.4

**City of Tupelo  
Fy 2018 Budget Revision #5**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2018 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	7,353,624		7,353,624
Licenses & Permits	1,035,000		1,035,000
Intergovernmental Revenues	26,121,713		26,121,713
Charges for Services	724,000		724,000
Fines & Forfeits	1,115,000		1,115,000
Interest Income & Misc. Revenues	431,124	28,000	459,124
Other Financing Resources	595,353		595,353
Unreserved Fund Balance	2,173,962	-	2,173,962
<b>Total General Fund Revenues</b>	<b>39,549,776</b>	<b>28,000</b>	<b>39,577,776</b>

Purpose: Accept a donation from Walmart for the Fire Department for \$1,000 and for PD for \$2,000.  
To increase the budget for \$25,000 for festivals expenditures anticipated in 2018.

**Expenditures:**

**City Council**

Personnel	280,083		280,083
Supplies	5,000		5,000
Other Services & Charges	196,650		196,650
Capital	-	-	-
<b>Total City Council</b>	<b>481,733</b>	<b>-</b>	<b>481,733</b>

Purpose:

**Executive Dept.**

Personnel	700,115		700,115
Supplies	26,100		26,100
Other Services & Charges	289,850		289,850
Capital	1,500	-	1,500
<b>Total Executive Dept.</b>	<b>1,017,565</b>	<b>-</b>	<b>1,017,565</b>

Purpose:

**City Court**

Personnel	735,811		735,811
Supplies	20,800		20,800
Other Services & Charges	112,741		112,741
Capital	-	-	-
<b>Total City Court</b>	<b>869,352</b>	<b>-</b>	<b>869,352</b>

Purpose:



	Original Budget	Amendment	Amended Budget
<b><u>Budget &amp; Accounting</u></b>			
Personnel	827,297		827,297
Supplies	41,360		41,360
Other Services & Charges	351,641		351,641
Capital	90,000	-	90,000
<b>Total Budget &amp; Accounting</b>	<b>1,310,298</b>	<b>-</b>	<b>1,310,298</b>

Purpose:

<b><u>Personnel Dept.</u></b>			
Personnel	259,678		259,678
Supplies	5,300		5,300
Other Services & Charges	30,044		30,044
Capital	-	-	-
<b>Total Personnel Dept.</b>	<b>295,022</b>	<b>-</b>	<b>295,022</b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,318,818		1,318,818
Supplies	61,950		61,950
Other Services & Charges	85,291		85,291
Capital	-	-	-
<b>Total Development Services</b>	<b>1,466,059</b>	<b>-</b>	<b>1,466,059</b>

Purpose:

<b><u>Police Dept</u></b>			
Personnel	8,965,448		8,965,448
Supplies	602,700		602,700
Other Services & Charges	1,540,801	2,000	1,542,801
Capital	216,520	-	216,520
<b>Total Police Dept.</b>	<b>11,325,469</b>	<b>2,000</b>	<b>11,327,469</b>

Purpose: To budget for a donation from Walmart to be used for Police Training.

<b><u>Fire Dept</u></b>			
Personnel	5,543,640		5,543,640
Supplies	282,000	1,000	283,000
Other Services & Charges	379,028		379,028
Capital	2,800	-	2,800
<b>Total Fire Dept.</b>	<b>6,207,468</b>	<b>1,000</b>	<b>6,208,468</b>

Purpose: To budget for a donation from Walmart to be used for fire prevention supplies.

	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,005,550		3,005,550
Supplies	381,600		381,600
Other Services & Charges	2,043,776		2,043,776
Capital	<u>22,200</u>	<u>-</u>	<u>22,200</u>
<b>Total Public Works</b>	<b><u>5,453,126</u></b>	<b><u>-</u></b>	<b><u>5,453,126</u></b>
Purpose:			
<b><u>Parks &amp; Recreation</u></b>			
Personnel	1,803,899		1,803,899
Supplies	381,585		381,585
Other Services & Charges	914,154		914,154
Capital	<u>40,424</u>	<u>-</u>	<u>40,424</u>
<b>Total Parks &amp; Rec</b>	<b><u>3,140,062</u></b>	<b><u>-</u></b>	<b><u>3,140,062</u></b>
Purpose:			
<b><u>Aquatics Facility</u></b>			
Personnel	414,845		414,845
Supplies	144,000		144,000
Other Services & Charges	349,500		349,500
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
<b>Total Aquatics Facility</b>	<b><u>913,345</u></b>	<b><u>-</u></b>	<b><u>913,345</u></b>
Purpose:			
<b><u>Museum</u></b>			
Personnel	117,214		117,214
Supplies	11,500		11,500
Other Services & Charges	35,850		35,850
Capital	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Museum</b>	<b><u>164,564</u></b>	<b><u>-</u></b>	<b><u>164,564</u></b>
Purpose:			
<b>Community Services</b>	<b><u>1,088,228</u></b>	<b><u>45,000</u></b>	<b><u>1,133,228</u></b>
Purpose:	To add \$25,000 for events. To transfer money from capital to the Downtown Mainstreet Assoc. for annual landscaping needs.		
<b>Debt Service</b>	<b><u>598,791</u></b>	<b><u>-</u></b>	<b><u>598,791</u></b>
<b>Other Financing Uses</b>	<b><u>5,218,694</u></b>	<b><u>(20,000)</u></b>	<b><u>5,198,694</u></b>
<b>Total General Fund Expenditures</b>	<b><u>39,549,776</u></b>	<b><u>28,000</u></b>	<b><u>39,577,776</u></b>
Purpose:			

	Original Budget	Amendment	Amended Budget
<b>Fund #327</b>			
<b>Tupelo Capital &amp; Infrastructure Fund</b>			
<b>Revenues</b>			
Grants	800,000		800,000
Transfer from Other Funds	6,287,390	(20,000)	6,267,390
Donations	-		-
Bond Proceeds	9,825,000		9,825,000
Unreserved Fund Balance	274,141	-	274,141
<b>Total Revenues</b>	<b><u>17,186,531</u></b>	<b><u>(20,000)</u></b>	<b><u>17,166,531</u></b>
<b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
Maintenance Projects	146,363	(20,000)	126,363
Street Overlay	2,278,974		2,278,974
Beautification Projects	67,794		67,794
Contingies/Grant Matches	1,400,000	-	1,400,000
<b>Total Other Services &amp; Charges</b>	<b><u>3,893,131</u></b>	<b><u>(20,000)</u></b>	<b><u>3,873,131</u></b>
<b>Capital</b>			
Infrastructure Improvements	5,711,533		5,711,533
Land Purchases	2,500,000		2,500,000
Equipment	373,507		373,507
Building Improvements	391,944		391,944
Park Improvements	2,480,138		2,480,138
Vehicles	209,658		209,658
Police Vehicles/Equipment	201,620		201,620
Fire Equipment/Trucks	1,225,000		1,225,000
Contingencies(Grant Matches)	-	-	-
<b>Total Capital</b>	<b><u>13,093,400</u></b>	<b><u>-</u></b>	<b><u>13,093,400</u></b>
<b>Other Financing Uses</b>	<b><u>200,000</u></b>	<b><u>-</u></b>	<b><u>200,000</u></b>
<b>Total Expenditures</b>	<b><u>17,186,531</u></b>	<b><u>(20,000)</u></b>	<b><u>17,166,531</u></b>

**Purpose** To transfer the funds to the General fund for landscaping projects.

Voting

Councilman Markel Whittington  
Councilman Lynn Bryan  
Councilman Travis Beard  
Councilman Nettie Davis  
Councilman Buddy Palmer  
Councilman Mike Bryan  
Councilman Willie Jennings

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Approved:

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President of the Council  
City of Tupelo

Attest:

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Clerk of the Council

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Mayor  
City of Tupelo

Attest:

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City Clerk

# Memorandum

**To:** City Council  
**From:** Kim Hanna  
**Date:** April 3, 2018  
**Re:** 2017 City Audit Approval

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The auditors of Franks, Franks Jarrell and Wilemon have complete the 2017 City Audit. A copy of the 2017 Audited Financial Statements will be provided via email. A hard copy will also be on file with the Clerk of the Council.

I respectfully ask that the 2017 City Audit be accepted and approved.

7.6A

# PAYMODE-X<sup>®</sup> MASTER AGREEMENT

**Effective Date: 05/01/2018**

**Bottomline Technologies, Inc. ("Bottomline")**  
325 Corporate Drive  
Portsmouth, NH 03801  
Telephone: (603) 436-0700  
Fax: (603) 501-4950

**Bottomline Representative:**  
Kathryn Simonds  
Senior Director, Licensing and Contracts  
Telephone: (603) 501-4814  
Fax: (603) 501-4950  
ksimonds@bottomline.com

City of Tupelo  
P.O. Box 1485  
Tupelo, MS 38802  
Telephone: (662) 841-6509  
Fax: (662) 840-2075

**Client's Representative:**  
Kim Hanna  
Chief Financial Officer  
Telephone: (662) 841-6509  
Fax: (662) 840-2075  
kim.hanna@tupeloms.gov

This Paymode-X Master Agreement ("**Agreement**") is between Bottomline and Client and relates to the Client's subscription to enroll and use the Paymode-X electronic payment service ("**Paymode-X Electronic Payment Service**"), together with any optional Paymode-X processing services ("**Paymode-X Optional Services**" and the Paymode-X Optional Services and Paymode-X Electronic Payment Services collectively being the "**Paymode-X Services**");

**Bottomline Technologies, Inc.**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Tupelo**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## PAYMODE-X TERMS AND CONDITIONS

### 1. Definitions

Unless otherwise specified or inconsistent with the context, each of the following capitalized terms shall have the meaning set forth in this Section:

- a) **Banking Partner** means the bank that Bottomline chooses to hold Client's funds and process Payments in accordance with Client's Payment Authorizations.
- b) **Confirmation Agreement** means the two-party agreement between Client and the Banking Partner which establishes a limited banking relationship between Client and the Banking Partner necessary for the Banking Partner to process Payments for the Client.
- c) **Effective Date** means the Effective Date set forth on the Cover Page of this Agreement.
- d) **Fee Year** means the 12 month period commencing on the first day of the month following the date the first Payment is made pursuant to a Payment Authorization provided by Client and each 12 month period commencing on each anniversary thereof.
- e) **Membership Administrator** means the individual enrolling the Client in the Paymode-X Network, configuring the Client's Paymode-X Profile, and otherwise overseeing the Client's membership (including adding and deleting users), utilizing a user access account entitled with Membership Administrator entitlements.
- f) **NACHA Rules** means the rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.
- g) **Network Fee** means the amount charged by Bottomline to a Vendor and collected from the Payer's Payment to that Vendor.
- h) **Network Member** means any business (including Client) which has enrolled to become a member of the Paymode-X network.
- i) **Operating Rules** shall have the meaning set forth in Section 2a.
- j) **Payer** means a Network Member using Paymode-X to receive invoices and/or make payments to Network Members.
- k) **Payment** means a single payment to a Network Member processed in accordance with a Payment Authorization provided by Client.
- l) **Payment Authorization** means a message transmitted electronically by Client to instruct Bottomline to initiate a Payment from the Client's Transaction Account for payment to a Vendor.
- m) **Paymode-X** means collectively, the Paymode-X Systems, the Paymode-X Web Site, the Paymode-X materials, and the Paymode-X Services.
- n) **Paymode-X Dividends** or **Dividends** shall mean amounts paid by Bottomline to a Payer as described in Section 6(c).
- o) **Paymode-X Systems** means Bottomline's proprietary software and systems available for providing the Paymode-X Services at: <https://secure.paymode.com/paymode/login.jsp> (the "**Paymode-X Web Site**").
- p) **Paymode-X Materials** means: i) all documentation provided by Bottomline, whether in print, electronic or online format, as amended from time to time, regarding the Paymode-X Systems or the Paymode-X Services; and ii) all user identification codes, passwords, digital certificates, other access credentials provided by Bottomline in connection with Paymode-X ("**Access Credentials**").
- q) **Security Procedure** means, unless otherwise mutually agreed in writing, the security procedure: (i) selected by the Client pursuant to the Operating Rules; and (ii) further described in the User Documentation for verifying the authenticity of a Payment Authorization.

- r) **Subscription Term** shall mean the Initial Subscription Term and all Renewal Terms as described in Section 10.
- s) **Transaction Account** refers to a bank account designated by Client from which the amount needed to fund Client's Payments are transferred to the Settlement Account for subsequent payment to the applicable Vendor's (or return to Client) in accordance with the Confirmation Agreement.
- t) **Transaction Data** means the transactional data entered or loaded to the Paymode-X Web Site by Client for purposes of obtaining the Paymode-X Services.
- u) **Vendor** means a Network Member which has enrolled to receive payments from other Network Members.

## **2. Incorporation of Operating Rules and Privacy Policy.**

- a) This Agreement incorporates, and both parties agree to be bound by, all terms and conditions of the Operating Rules, available at <https://secure.paymode.com/policies/operatingrules.htm> (the "Operating Rules"). Bottomline may amend the Operating Rules at any time by posting a revised version on the Paymode-X Web Site and providing notice to Client as described in Section 11. The revised version will be effective thirty (30) days after Bottomline provides the notice to the Client. If there is any conflict between the terms and conditions of this Agreement and the Operating Rules, this Agreement shall control.
- b) All information collected by Bottomline about, or from Network Members, their representatives, and trading partners shall be proprietary to Bottomline and subject to the Paymode-X Privacy Policy at: <https://secure.paymode.com/policies/privacypolicy.htm>.
- c) If there is any conflict between the laws of Mississippi, including the Opinions of the Attorney General of the State of Mississippi, and the terms and conditions of the Operating Rules or Privacy Policy, the laws of the State of Mississippi shall control.

## **3. License.**

- a) Following Client's enrollment, and subject to Client paying the applicable Fees for Paymode-X Optional Services, if any, Client shall have a limited non-exclusive, non-transferable, revocable license to access and use Paymode-X and the Paymode-X Materials to obtain the Paymode-X Services. The Paymode-X Systems may only be accessed and used online at the Paymode-X Web Site, solely for Client's internal business purposes and solely during the Subscription Term.
- b) Paymode-X and all intellectual property rights embodied therein remain the exclusive property of Bottomline and its licensors and may only be used in conjunction with the Paymode-X Services.
- c) Client may not: i) remove or alter any copyright notices or other proprietary legends contained in Paymode-X; ii) disassemble, decompile, or reverse engineer Paymode-X; iii) access or copy Paymode-X in order to build a similar or competitive product or service; iv) make Paymode-X accessible or available to any third party; v) use Paymode-X to operate a service bureau or otherwise provide Paymode-X services, or services similar thereto, to any third party; or vi) use Paymode-X in violation of any law or regulation.

## **4. Paymode-X Electronic Payment Services.**

- a) Client may use the Paymode-X Electronic Payment Service by transmitting Payment Authorizations to Bottomline using the Client's Security Procedure. The purpose of the Security Procedure is to verify the authenticity of the Payment Authorizations. The Paymode-X electronic payment services include:
  - i) Provision of an acknowledgement message for Payment Authorizations which are authenticated using the Client's selected Security Procedure. If the acknowledgement is not provided within the time period specified in the User Documentation, re-transmission of the Payment Authorization may be required.
  - ii) Initiation of ACH credits to the applicable Vendors in accordance with the authenticated Payment Authorizations on the selected settlement date, subject to collected and available funds being on deposit in the Banking Partner's settlement account.
  - iii) Generation of an email notification to the Vendor when the ACH credit to the Vendor's Transaction Account is sent to the ACH system. The email will not contain confidential information, but it will include a link to the Paymode-X Web Site where the user can log in and obtain detailed information.



- iv) Status and history information and remittance details related to authenticated Payment Authorizations are available to the Client and the applicable Network Members through the Paymode-X Web Site.
  - v) Performing other functions related to payments as described in the Paymode-X Materials.
- b) All Payment Authorizations must conform in form and substance to the requirements, including the cut off times, described in the Paymode-X Materials.
  - c) Information concerning debits and credits to Client's Transaction Account will be reflected in reports available to Client through the Paymode-X Web Site (the "Paymode-X Records") and in the account statements provided by Client's bank (the "Client Bank Statements"). If there is a discrepancy between the Paymode-X Records and the Client Bank Statements, the Client must provide written notice to Bottomline, with a statement of relevant facts, within thirty (30) days after receipt of the first Client Bank Statement or other notice from Client's bank (including Client's bank electronic notices and banking service web sites) indicating the discrepancy. Client must notify Bottomline promptly by telephone or other electronic means specified by Bottomline for such purpose and confirm such notice in writing.
  - d) Client's funds are held by the Banking Partner, not Bottomline, until such time as the funds are transferred to the respective Vendor(s) for payment or returned to the Client pursuant to the Confirmation Agreement.

#### **5. Paymode-X Account Profile.**

Client is responsible for keeping all information in Client's account profile accurate and up to date including, proper identification of Client's Transaction Account(s), authorized users and their entitlements, email addresses, and mailing address(es). Client is responsible for maintaining the security of all Access Credentials including systems used to digitally sign or otherwise authenticate Payment Authorizations. Client will promptly notify Bottomline by telephone, confirmed in writing, if the confidentiality of any Access Credentials is compromised.

#### **6. Network Fee, Paymode-X Dividends.**

- a) As part of Bottomline's analysis of the Client's spend data, Bottomline will assign a Network Fee rate to each of Client's Vendors. The Network Fee charged to the Vendor will be the amount of the Payment multiplied by the Network Fee rate assigned to the Vendor. The Network Fee will be paid by the Vendor and not by Client.
- b) Client will earn a Paymode-X Dividend equal to thirty percent (30%) of the Network Fee collected by Bottomline on Payments made by Client. Further, if Client's Paymode-X Dividend amount exceeds \$250,000 in any Fee Year, the Dividend earnings rate will be increased to fifty percent (50%) of the Network Fee for all Payments made thereafter. Paymode-X Dividend amounts earned by Client will be paid monthly in arrears net of any Vendor refund or reimbursement.
- c) Client and Bottomline shall mutually agree upon a Network Fee applicable to payments from Payers intending to pay Client via Paymode-X.

#### **7. Onboarding Trading Partners, Client Cooperation.**

- a) Client will use best efforts to support and promote the use of the Paymode-X network by:
  - i) Providing a list of Vendors to which Client makes payments (the "**Vendor List**") and, if applicable, contact information for each of Vendor on the Vendor List;
  - ii) Providing information about its payments to its Vendors, including payment volume, payment frequency, and other information reasonably requested by Bottomline to make Network Fee recommendations and prioritize vendors for on-boarding, including identifying tax payments and other payments on which deduction of a Network Fee would be prohibited by law ("**Vendor Payment Information**");
  - iii) Participating in periodic meetings with Bottomline to develop and execute an on-boarding plan that maximizes Client Dividends;
  - iv) Supporting the distribution of mutually agreed upon Paymode-X promotional materials to its vendors; and

- v) Working in partnership with Paymode-X's Vendor enrollment team to encourage Vendors' Network Fee acceptance and directing Vendor inquiries regarding Network Fees back to Paymode-X's Vendor enrollment team.
- b) Client will not endorse or promote alternate ACH or similar solutions as an alternative to Paymode-X Services.
- c) Bottomline shall provide the Paymode-X Electronic Payment Services at no cost to the Client, as further described in Section 9, on the express condition that the Client exercises and demonstrates its good faith effort, cooperation and support in enrolling Vendors to the Paymode-X program with acceptance of the Network Fee. Client agrees not to offer, or implement, a competing Vendor enrollment program which in any way directly or indirectly allows or incents Vendors to pay Client at a reduced or discounted rate, on either a temporary or permanent basis ("Early Pay Discount"). If Client directly or indirectly provides, allows or enables any Vendors to receive or benefit from an Early Pay Discount, Client hereby agrees to pay Bottomline a Network Use Fee of 1.50% calculated based on the payments made by client to Vendors, pursuant to the payment terms in Section 9 below, or, in Bottomline's absolute and sole discretion, to terminate the Agreement immediately upon notice to the Client in accordance with the provisions of the first sentence of Section 10(b) below.

#### **8. Client Vendor List, Transaction Data**

- a) Bottomline acknowledges that Client's Vendor List and Transaction Data are proprietary in nature and shall be considered confidential information of the Client and shall not be disclosed by Bottomline to any third party. Bottomline will establish and maintain procedures to safeguard the confidentiality of Client's Vendor List and Transaction Data.
- b) The restrictions on use and disclosure described in Section 8(a) shall not apply to any information which: (i) is now or later becomes publicly available through no fault of Bottomline; (ii) is obtained by Bottomline from a third-party entitled to disclose it; (iii) is already in the possession of Bottomline at the time of disclosure; or (iv) is required by law, rule regulation, order, decision, decree or subpoena or other judicial, administrative or legal process to be disclosed. Further, Bottomline may use and disclose the names of businesses identified in the Vendor List as reasonably required to obtain contact information for the business, solicit enrollment in the Paymode-X Network and, if enrolled as a Vendor, configure the Vendor to receive Payments. Bottomline may compile and disclose aggregate system performance metrics and other statistical data from Transaction Data, but only in a manner that does not disclose any of Client's Transaction Data. Client acknowledges that, with respect to certain Vendors, it may be publicly known that a vendor/customer relationship exists between the Vendor and Client. Bottomline may make the identity of any Network Member publicly known even if such disclosure could lead to speculation that a trading relationship exists between certain Network Members.

#### **9. Fees for Optional Services, Payment, Waiver.**

- a) Except for Network Fees which are charged to Vendors, and subject to Client's continued and uninterrupted satisfaction of the condition described in Section 7(c) above, there are no fees, including subscription fees, transaction fees or minimums, associated with Client's use of the Paymode-X Electronic Payment Service. Other fees for Paymode-X Optional Services, as elected by the customer, are as set forth in the applicable attachment.
- b) In the event Customer elects to enroll in any Paymode-X Optional Services that are subject to fees, payment of all invoiced amounts not subject to reasonable dispute is due within forty-five (45) days of the receipt of invoice. All payments are to be made in U.S. dollars.
- c) Following the Initial Term, Bottomline may increase fees for Paymode-X Optional Services by providing at least ninety (90) days written notice to Client. Provided however, no such increase may exceed 4% in any year.
- d) If Network Fees are insufficient to cover Bottomline's costs of providing the Paymode-X Services (a "Fee Deficiency"), Bottomline and Client will discuss plans to increase Network Fees (a "Remediation Plan"). If the parties do not agree on a Remediation Plan within forty five (45) days of Bottomline notifying Client of

the Fee Deficiency or if within six (6) months the Fee Deficiency is not eliminated, Bottomline may terminate the Subscription Term by providing Client with at least ninety (90) days prior written notice.

#### **10. Subscription Term and Termination.**

- a) The Subscription Term commences on the Effective Date and will expire at the end of three (3) years from the Effective Date (the “**Initial Term**”). Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”) on each anniversary of the Effective Date unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
- b) Either party may terminate the Subscription Term for any material default by the other party (excluding default under Section 7(a)) that is not cured within fifteen (15) days of receipt of written notice specifying the default. Following the first year of the initial term, either party may terminate the Subscription Term for convenience by providing at least ninety (90) days prior written notice to the other party.
- c) Termination of the Subscription Term automatically terminates the licenses to access and use Paymode-X and the Paymode-X Materials. Client will immediately discontinue use of and, at Bottomline’s option, return or destroy all Paymode-X Materials.
- d) Termination does not release Client or Bottomline from obligations related to protecting confidential information and all obligations which accrued prior to termination, including Client’s obligation to pay all amounts, if any, attributable to Paymode-X Services performed prior to termination. Amounts outstanding at termination will be immediately due and payable and shall be paid pursuant to Section 9(b).

#### **11. Notices.**

Bottomline may provide Notices to Client by: i) posting the notice on the Paymode-X Web Site; ii) e-mailing it to the e-mail address of each Authorized Signer and Membership Administrator designated in Client’s Paymode-X membership profile, or iii) by mailing it to Client’s postal address designed in its Paymode-X membership profile. Notices to Bottomline must be sent by mail or courier to Bottomline Technologies (de), Inc., Attention: Paymode-X Administration, 325 Corporate Drive, Portsmouth NH 03801. Notices sent by posting on the Paymode-X Web Site shall be deemed received on the earlier of: i) the date Client next accesses the Paymode-X Web Site, or ii) five (5) business days after it is posted. Notices sent by e-mail will be effective 24 hours after e-mailing unless Bottomline receives notice that the e-mail was not delivered. Notices sent by courier or mail will be effective upon receipt.

#### **12. Indemnification.**

- a) Bottomline will defend, indemnify, and hold Client harmless from any claim or demand (including attorney fees) made by any third party alleging Paymode-X infringes any third party’s copyright of a Berne Convention country or patent of the United States of America, and Bottomline will pay all costs and damages finally awarded in any such action.
- b) Bottomline will defend, indemnify, and hold Client harmless from and against any suit, claim or demand (including cost, expenses and attorney fees) which may be brought by the Banking Partner, Citizens Financial Group, Inc., Citizens Bank, N.A., Citizens Bank of Pennsylvania, or its assignees, against the Client relating to this Agreement or the Citizens Confirmation Agreement or as a result of any Unauthorized Payment Instruction provided to the Banking Partner by Bottomline. An Unauthorized Payment Instruction means a payment instruction which is: i) misdirected or unauthorized; ii) an over payment; or iii) a duplicate payment, in each case which fails to conform to a Payment Authorization submitted by Client provided: (i) the payment is not in fact authorized by Client or any employee, officer, or agent of Client **and** (ii) the payment was **not** the subject to an unauthorized Payment Authorization made in the following circumstances, which the Client and Bottomline agree are circumstances that the Client can best control and for which the Client bears the risk:
  - i) The unauthorized Payment Authorization was: (1) made, directly or indirectly, by a person entrusted by the Client at any time with duties to act for the Client with respect to Payment Authorizations or who obtained access to the Client’s Payment Authorization transmitting facilities; or (2) authenticated as having been signed using an unrevoked digital certificate assigned to the Client.

- ii) The unauthorized Payment Authorization was made, directly or indirectly, by a person who obtained, from a source controlled by the Client, information that facilitated the security breach (information includes any access device, computer software or hardware security device).
- c) In the event of any conflict of the terms related to compliance of the Operating Rules referenced in the Citizens Confirmation Agreement and those set forth herein this Master Agreement, Bottomline will defend, indemnify and hold Client harmless from and against any suit, claim or demand (including costs, expenses and attorney fees) which may be brought by Citizens Financial Group, Inc., Citizens Bank, N.A., Citizens Bank of Pennsylvania, or its assignees, against the Client. The Parties agree The Operating Rules as set forth within this Agreement shall govern.
- d) Bottomline's obligation under Section 12a 12b and 12c is subject to (i) prompt notice from Client of any such claim or action, (ii) Client not having made any admission of liability or agreed to any settlement or compromise, (iii) Client providing to Bottomline, in a prompt and timely manner, the documents, information and assistance Bottomline reasonably requests, (iv) Bottomline having sole control of defending such claim or action, and (v) Client's use of Paymode-X is in accordance with this Agreement, including the Operating Rules, and the User Documentation.
- e) With respect to Section 12a: i) Bottomline will have no liability for any combination of Paymode-X with other software or materials not provided by Bottomline; and ii) Bottomline's indemnity obligations under this Section are Bottomline's entire obligation, and Client's exclusive remedy, with respect to any infringement claim in connection with Client's use of Paymode-X.

### **13. Limitation of Liability.**

- a) Bottomline will be liable only for damages incurred by Client as a direct result of the gross negligence, willful misconduct, or failure to exercise reasonable care in the provision of Paymode-X by Bottomline and its providers. To the extent permitted by applicable law Bottomline will not be liable for: i) any indirect, consequential or punitive loss, damage, or expense, including any loss of business profits, revenue, or goodwill, ii) loss or corruption of data, even if advised of the possibility of such loss or damage.
- b) Bottomline will not be liable for, and will be excused from providing Paymode-X in the event of, any failure or delay caused by: i) circumstances beyond Bottomline's control, including any natural disaster, emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, ii) any Network Member's act, omission, negligence or fault; or iii) Bottomline having reasonable belief that performing would violate any law, rule or regulation.
- c) Pursuant to Miss. Code Ann. § 11-7-18 no limitations on liability on the part of Bottomline shall apply to any claims for compensatory damages to real or tangible personal property or to third party claims for death or bodily injury asserted against Bottomline directly or by way of contribution to the extent such property damage, death or bodily injury was proximately caused by the negligence or willful misconduct of Bottomline or its employees or agents. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit Bottomline's liability to Client or any third parties as a result of Bottomline's breach of the Agreement, or Bottomline's own negligence or willful misconduct See Miss. Op. Att'y Gen., Long (February 27, 2009).

### **14. Client Representation and Warranties.**

Client represents and warrants that:

- a) Entering into, and performing in accordance with this Agreement, and Client's use of Paymode-X and Client's authorization to Bottomline to perform the Paymode-X Services including, but not limited, to executing credit and debit transactions to the Client's Transaction Account have been duly authorized and does not contravene any law, regulation or governmental rule.
- b) All information provided by Client is true, complete and not misleading. Client will promptly notify Bottomline if any information submitted in its enrollment application changes.
- c) Client's Membership Administrator and each of its representatives for which user access accounts are configured are authorized to utilize all entitled privileges including, as applicable, initiating Payment

Authorizations, authorizing credits and debits to the Transaction Accounts, and Client's Membership Administrator is authorized to configure Transaction Accounts and configure other user access accounts and entitle those accounts with privileges up to and including Membership Administrator privileges.

#### **15. Bottomline Warranties**

Bottomline represents and warrants to Client that:

- a) Entering into, and performing in accordance with, this Agreement has been duly authorized and does not contravene any law, regulation or governmental rule.
- b) It will provide Paymode-X in accordance with the applicable user documentation. If Client notifies Bottomline of a material failure of Paymode-X to perform to the foregoing warranty, Bottomline will use reasonable efforts to resolve the failure in accordance with its then current customer support policies.

#### **16. Protection of Vendor Privacy, Protection of Paymode-X Systems.**

- a) Client acknowledges that Bottomline has an obligation to protect the privacy of Paymode-X Network Members. Client agrees to keep all information that Client receives about other Network Members, including Network Fee information, confidential and to use such information only in connection with proper use of Paymode-X. Client may not disclose information about other Network Members, or identify Network Members other than Client's trading partners, to any third party.
- b) Client acknowledges that Paymode-X Systems and Materials, including Network Member lists, are confidential trade secrets of Bottomline. Client agrees to: (i) safeguard access to and use of the Paymode-X Systems and Materials at all times; (ii) establish and maintain procedures to maintain the confidentiality of the Paymode-X Systems and Materials including all user identification codes and security codes; (iii) access and use the Paymode-X Systems and Materials only for the purposes for which Bottomline provides them; and (iv) promptly notify Bottomline by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.
- c) Notwithstanding any other provision in this Agreement, Bottomline acknowledges Client is a governmental agency subject to the Mississippi Public Records Act.

#### **17. Transaction Data Back Up.**

Client is responsible for retaining a back up copy of all Transaction Data that it provides Bottomline. In the event of loss or corruption of Transaction Data by Bottomline, Bottomline shall give prompt notice of such to Client. Bottomline shall, at its sole expense, regenerate lost or corrupted Transaction Data from back up files maintained by Bottomline or copies of back up data maintained by Client. Bottomline's sole liability for lost, destroyed, corrupted, or damaged data is limited to accurately and timely restoring such data and making the Paymode-X Web Site accessible to Client.

#### **18. Miscellaneous.**

- a) This Agreement is binding upon each party's successors and permitted assigns. Neither Client nor Bottomline may assign, transfer or sublicense any of its rights or obligations under this Agreement without the other's prior written consent.
- b) Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between Bottomline and Client. This Agreement is for the benefit of Bottomline and Client only. No other person has any right under this Agreement against either party.
- c) This Agreement governs Client's use of the Paymode-X Services and supersedes all prior agreements of any nature, whether oral or written, between Client and Bottomline related to the Paymode-X Services. Client's use of Paymode-X as a Vendor to receive payments, if any, is subject to the Terms of Use (as defined in the Operating Rules).
- d) Client agrees that Bottomline may refer to Client as a Bottomline customer in its press releases and marketing materials. Bottomline may, with approval from Client, (i) identify Client in white papers Bottomline publishes about the Paymode-X service, (ii) publish the results of any case studies involving Client's use of

Paymode-X, and (iii) include Client provided testimonials about Paymode- X in its marketing materials and press releases.

- e) Bottomline shall not be responsible or liable for any illegal or unauthorized access to or release of any end user data from any end user's device (such as but not limited to cell phones, tablets, and PC's) whatsoever, including, but not limited to, any access or release arising from the accessing of an end user's login credentials and/or login to an end user's account(s) by malware, viruses, or worms for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.
- f) While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.
- g) This Agreement is governed by the laws of Mississippi, without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods will not apply to Paymode-X or this Agreement.
- h) If any provision of this Agreement is invalid, unlawful, or unenforceable, the remainder of this Agreement, is not impaired or otherwise affected and continues to be valid and enforceable to the fullest extent permitted by law. No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver thereof. No waiver of any breach or default is a waiver of any other breach or default. Any waiver must be in writing.
- i) To the extent the term of this Agreement extends past the term of the current governing board, this Agreement may be voidable at the discretion of future governing boards, notwithstanding any provision herein.

## PAYMODE-X CONFIRMATION AGREEMENT

**THIS CONFIRMATION AGREEMENT**, dated as of \_\_\_\_\_, 20\_\_ (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement"), between City of Tupelo, a municipality (the "Client") and the banking subsidiary of **CITIZENS FINANCIAL GROUP, INC.** checked on the signature page below ("Citizens"; and together with the Client, individually, a "Party", and collectively, the "Parties").

### RECITAL:

The Parties desire to set forth herein their agreement pursuant to which Citizens will confirm Transaction Requests (defined herein) initiated by the Client using the Paymode-X service of Bottomline Technologies (DE), Inc., a Delaware corporation ("Bottomline") and, in furtherance thereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

### **SECTION 1. DEFINITIONS AND INTERPRETATION; OPERATING RULES.**

*Section 1.1. Definitions and Interpretation.* In this Agreement, (a) capitalized terms shall have the meanings ascribed thereto on Annex A, and (b) unless otherwise indicated, (i) defined terms may be used in the singular or the plural and the use of any gender includes all genders, (ii) the words "hereof", "herein", "hereto", "hereby" and "hereunder" refer to this entire Agreement, (iii) all references to particular Sections or Annexes are references to the Sections or Annexes, as the case may be, of this Agreement, (iv) all accounting terms not specifically defined herein shall be construed in accordance with GAAP, except as otherwise stated herein, and (v) reference to any Person includes such Person's successors and legal assigns.

*Section 1.2. Operating Rules.* The Parties acknowledge that the Client has agreed with Bottomline to be bound by all terms and conditions of the Operating Rules available at <https://secure.Paymode.com/policies/operatingrules.htm>, (or such other web address as Bottomline may communicate to its customers from time to time) and the Client irrevocably authorizes Citizens to rely, for the benefit of Citizens, on that agreement.

### **SECTION 2. CONFIRMATION OF PAYABLES.**

*Section 2.1. Transaction Requests* The Parties acknowledge that each Transaction Request initiated by Client shall be deemed to be an offer (an "Offer") to deposit with Citizens the amount of the Payable (the "Payable Amount") described in the Transaction Request, and a request by the Client for Citizens to undertake, as the Citizens' independent obligation, to disburse the Payable Amount to the applicable Supplier in accordance with the terms hereof. The undertaking of Citizens to disburse a Payable Amount in accordance with a Transaction Request is herein called its "Confirmation" of the respective Offer.



*Section 2.2. Funding.* Each Payable Amount shall be deposited with Citizens in immediately available funds, free and clear of all deductions, set-off or withholdings what so ever prior to Citizens confirming its obligation to disburse such Payable Amount to the applicable Supplier.

*Section 2.3. Confirmation and Disbursement.* Citizens may, in its sole discretion, accept or reject any Offer and shall evidence its Confirmation of an Offer by disbursing the Payable Amount described in the Transaction Request to the applicable Supplier in accordance with Paymode-X payment instructions associated with such Transaction Request provided by Bottomline to Citizens. Citizens reserves the right, in its sole discretion, at any time prior to disbursement of any Payable Amount to the Supplier, to decline acceptance of any Offer. In the event any Offer is not accepted, such Offer shall deemed to be terminated and the Payable Amount will be returned to the Client. A Paymode X payment instruction file provided by Bottomline may relate to two or more Transaction Requests, each of which is deemed an independent Offer and Citizens' Confirmation of one Offer shall not impose on Citizens any obligation to Confirm any other.

*Section 2.4. Relationship of Parties.* All funds deposited by Client will be disbursed to the applicable Supplier or returned to the Client if disbursement to the Supplier is not successfully completed. Pending disbursement to the Supplier or return to the Client, the Client's funds will be held by Citizens for the benefit of the Client, but need not be segregated from other funds held by Citizens; provided, under no circumstances shall Citizens be liable for interest on monies so deposited with Citizens, nor shall Citizens be required to invest such monies. Citizens need not collateralize or provide any security interest for any funds received by Citizens pursuant to this Agreement. The Client expressly acknowledges and agrees that this Agreement nor any transaction contemplated hereby, including the holding of any the Client's funds by Citizens for the benefit of the Client, shall create or otherwise connote any fiduciary or other implied (or express) obligation of Citizens to the Client arising under any agency doctrine of any applicable law.

*Section 2.5. Paymode-X Instructions.* The Client acknowledges and agrees that (a) Citizens may rely on all Paymode-X payment instructions provided by Bottomline to Citizens as corresponding to Transaction Requests duly and expressly authorized by the Client, including, without limitation, all such payment instructions that request that Citizens disburse any amount in a currency other than the currency in which the funds that the Client deposited with Citizens are denominated with any foreign exchange transaction to be effected at such rates and subject to such fees as Bottomline may approve, and (b) to the extent permitted by law, Citizens shall be protected from and shall incur no liability for any action taken or not taken with in reliance on such Paymode-X payment instruction in good faith.

*Section 2.6. Retained Obligations.* The Client hereby acknowledges and agrees that with respect to each Confirmation, Citizens' only obligation is to pay to the applicable Supplier the applicable Payable Amount in accordance with Paymode-X payment instructions provided by Bottomline, and Citizens is not assuming, nor shall Citizens in any way be responsible for, the performance of any contract between the Client and the Supplier or between the Client and Bottomline, nor shall Citizens have any obligation to intervene in any Commercial Dispute arising out of the performance of such contract (the "Retained Obligations").

*Section 2.7. Term and Suspension of Services.* Transactions under this Agreement may be initiated during the period from the Effective Date until the Termination Date. Either Party may elect to terminate this Agreement. The Party electing to terminate this Agreement shall do so by delivering written notice of its election to the other Party. Such notice shall specify the Termination Date selected by the Party electing to terminate, which date shall be not less than 30 days after delivery of the respective notice to the other Party and shall thereafter be deemed the "Termination Date" hereunder. Termination shall not in any way affect the rights and obligations of the Parties with respect to



transactions already initiated on or before the Termination Date. Citizens may, with prior notice (except when such prior notice is prohibited by law, in the event of extraordinary circumstances or as expressly permitted hereunder), terminate this Agreement or suspend the services provided to Client pursuant hereto: (i) if Citizens determines that Client has failed to maintain a financial condition deemed reasonably satisfactory to Citizens to minimize any credit or other risks to Citizens in providing services to Client, including in the case of the commencement of a voluntary or involuntary proceeding under the United State Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (ii) if an Insolvency Event has occurred and is continuing; (iii) if there has been a material adverse change in the financial circumstances of Client; (iv) in the event Client fails to comply with or is in default under any of its material obligations hereunder; (v) if Citizens deems immediate termination of the Agreement necessary or appropriate in order to prevent a financial loss to Citizens; or (vi) if Citizens reasonably believes that the continued provision of services in accordance with this Agreement would violate federal, state or local law, or would subject Citizens to unacceptable risk of loss. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all Transaction Requests initiated prior to such termination. Termination shall not relieve Citizens of its obligation to perform the services if all required data is received before the termination date. All indemnification obligations of Client to Citizens, and all funding obligations of Client to Citizens, in relation to Transaction Requests occurring or initiated prior to termination of this Agreement, and all provisions relating to the limitation of Citizens' liability hereunder, shall survive termination of this Agreement. In the event that Citizens, in its sole judgment, believes that its provision of the services may create a risk of financial loss for it, Citizens may, upon notice to Client, suspend its provision of the services; provided, however, that if Client takes such action as may be requested by Citizens to eliminate such risk, including, without limitation, funding all Transaction Requests with sufficient and immediately available funds to pay for all Payables, Citizens shall not suspend the services, or, if the services have been suspended, shall reinstate its provision of the services.

### **SECTION 3. UNCOMMITTED ARRANGEMENT.**

*Section 3.1. General.* The Client Acknowledges that this is an uncommitted arrangement, that the Client has not paid, and is not required to pay, a commitment fee or comparable fee to Citizens, that no Offer shall be deemed made unless and until the related Payable Amount has been deposited by the Client with Citizens, and Citizens has no obligation to Confirm an Offer regardless of whether the conditions set forth herein are satisfied, and that, unless and until an Offer is Confirmed in accordance with the terms hereof, Citizens has no obligation to pay the applicable Supplier.

*Section 3.2. Fees, Payments, Etc.* The fees associated with Citizens' performance pursuant to this Agreement are included in the amounts Client pays to Bottomline for the Paymode-X services, as agreed between Bottomline and the Client, and Citizens shall look only to Bottomline for payment of its fees.

### **SECTION 4. INDEMNITY; LIMITATION OF LIABILITY.**

*Section 4.1. Indemnity.* To the extent permitted by law, the Client agrees to indemnify, defend and save harmless Citizens (including each of its branches, affiliates, officers, directors, employees or other agents, the "Indemnified Parties"), forthwith on demand, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for Indemnitees in connection with any investigative, administrative or judicial proceeding or hearing commenced or threatened by any Person, regardless of whether any such Indemnified Party shall be designated as a party or a potential party thereto, and any fees or expenses incurred by Indemnitees in

enforcing this indemnity), whether direct, indirect, special or consequential and whether based on any federal, state or foreign Laws, on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnified Party, in any manner relating to or arising from or incurred in connection with any Retained Obligations including, but not limited to any Commercial Dispute related to any payment made or to be made to any Supplier using Paymode-X (collectively, the “Indemnified Liabilities”); provided, the Client shall not have any obligation to any Indemnified Party hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of that Indemnified Party, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Without prejudice to the survival of any other provision hereof, the terms of this Section 4.1 shall survive the termination of this Agreement and payment of all other amounts payable hereunder.

*Section 4.2. Limitation of Liability.* To the extent permitted by applicable Law, no Party shall assert, and each Party hereby waives, any claim against the other Party and its affiliates, members of the board of directors, employees, attorneys, agents or sub-agents, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (regardless of whether the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, arising out of, as a result of, or in any way related to, this Agreement, the transactions contemplated hereby or thereby, any act or omission or event occurring in connection therewith, or any loss or corruption of data, and each Party hereby waives, releases and agrees not to sue upon any such claim or any such damages, regardless of whether accrued and regardless of whether known or suspected to exist in its favor.

## **SECTION 5. EFFECTIVE DATE.**

- The occurrence of the Effective Date is subject to Citizens’ receipt of each of the following:

(a) An executed counterpart of this Agreement.

(b) An originally executed certificate from the Secretary or Assistant Secretary of the Client, together with all applicable attachments, certifying as to the following: (A) attached thereto is a copy of each organizational document of the Client and, to the extent applicable, certified as of a recent date by the appropriate governmental official, each dated the Effective Date or a recent date prior thereto; (B) set forth therein are the specimen signatures and corporate titles of the officers or other authorized representatives of the Client executing this Agreement; and (C) attached thereto are copies of resolutions of the board of directors (or other governing body) of the Client approving and authorizing the execution, delivery and performance of this Agreement, certified as of the Effective Date as being in full force and effect without modification or amendment (which resolutions may be in the form of general banking resolutions of the Client).

(c) A good standing certificate from the applicable Governmental Authority of the Client’s jurisdiction of organization dated a recent date prior to the Effective Date.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES**

The Client hereby makes the following representations and warranties for the benefit of Citizens:

(a) The Client is duly organized, validly existing, and, to the extent applicable under the Laws of its jurisdiction of organization, in good standing under the Laws of its jurisdiction of organization and has all organizational powers and all material governmental licenses, authorizations,

consents, and approvals required to carry on its business as now conducted, except to the extent that failure to comply with the foregoing statements would not reasonably be expected to materially adversely affect its ability to perform its obligations hereunder.

(b) The Client has the requisite power to enter into, deliver and perform its obligations under this Agreement, to issue Transaction Requests as contemplated herein, to make Offers to Citizens and to request that Citizens give its Confirmations of such Offers, all in the manner herein contemplated, and it has taken all necessary corporate or other action required to authorize the execution, delivery and performance of this Agreement and the assignment and delegation of such Payables.

(c) This Agreement constitutes the legal, valid and binding obligations of the Client, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors and general principles of equity, regardless of whether enforcement is sought in proceedings in equity or at law.

(d) Neither the execution nor the delivery of this Agreement, nor the performance of or compliance with the terms and provisions hereof or thereof, nor the carrying out of the transactions hereby contemplated will, in any material respect, conflict with or result in a material breach of (i) any Laws, (ii) any other agreement or instrument binding upon the Client, or (iii) any provision of the Client's organizational documents.

(e) No authorization, consent or approval or other action by, and no notice to or filing with, any Governmental Authority is required to be obtained or made by the Client for the due execution, delivery and performance by it of this Agreement nor the carrying out of the transactions hereby contemplated.

(f) No Insolvency Event with respect to the Client has occurred and is continuing.

(g) All information provided by the Client is true, complete and not misleading.

(h) Client has duly authorized Bottomline to issue Paymode-X payment instructions in respect of Client's Transaction Requests to Citizens.

## **SECTION 7. COVENANTS.**

The Client shall at all times from the Effective Date to and including the Termination Date perform each of the following covenants:

*Section 7.1. Existence, Etc.* The Client shall take all necessary steps and actions to preserve its organizational existence and comply in all material respects with all Laws applicable to the Client in the operation of its business, except to the extent the failure to so comply could not reasonably be expected to materially adversely affect its ability to perform its obligations hereunder or to carry out the transactions hereby contemplated.

*Section 7.2. Notice of Events, Etc.* The Client shall promptly notify Citizens in writing of any material event or occurrence, including, without limitation, any material event or occurrence with respect to any Payable Amount on deposit with Citizens, or Client's present or future use of Paymode-X, or any governmental action affecting the Client's ability to perform its obligations under this Agreement or to carry out the transactions hereby contemplated.

*Section 7.3. Further Assurances.* The Client shall, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that Citizens may reasonably request in order to protect or more fully evidence or implement the transactions contemplated hereby.

## **SECTION 8. MISCELLANEOUS**

*Section 8.1. Duties and Taxes.* All stamp, documentary, registration or other like duties or Taxes (excluding Taxes upon or measured by the net income of Citizens), including Taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with any Payment made pursuant to this Agreement shall be the responsibility of the Client. If Citizens is required to withhold and pay any withholding tax imposed at source on any disbursement to any Supplier under this Agreement, then Citizens will deliver to Client the original tax receipt or other proof of payment, and Citizens's of the balance (after deducting any such withholding) will, as between the Client and Citizens, constitute payment in full of the Payable Amount to the applicable Supplier.

*Section 8.2. Notices, Addresses.* All notices, requests and demands given or made under this Agreement shall be given or made in writing and unless otherwise stated shall be made by email, telefax or letter using the address as on the signature page hereto or such other address as the party may designate to the other party in accordance with the provisions of this Section 8.1. All notices, requests and demands shall be deemed to have been duly given or made (a) if sent by e-mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, return e-mail or other written acknowledgement); (b) if sent by telefax, when the confirmation showing the completed transmission has been received; provided, for the each of the foregoing clauses (a) and (b), if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient; and (c) if sent via a reputable commercial courier, when it has been left at the relevant address or five (5) Business Days after being delivered to such reputable commercial courier, in an envelope addressed to the applicable person at that address and to the attention of the person(s) set forth above. Each Party shall promptly inform each other Party of any changes in its address, email address or facsimile number specified herein.

*Section 8.3. Assignments and Transfers.* This Agreement shall be binding on and shall inure to the benefit of each Party and its successors and assigns. No Party shall assign or otherwise transfer its rights, benefits or obligations under this Agreement without the prior written consent of each other Party. Notwithstanding the foregoing, Citizens, with notice to Client, may assign this Agreement and its rights and obligations hereunder to any of its banking affiliates.

*Section 8.4. Waivers, Remedies Cumulative.* No failure to exercise, nor any delay in exercising, on the part of Citizens, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

*Section 8.5. Accounting Treatment.* The Client agrees and acknowledges that it is a sophisticated party in relation to this Agreement and that it has taken independent legal and accounting advice in relation to the accounting treatment to be applied to this Agreement. The Client acknowledges and agrees that it has not relied on any representation of Citizens in this regard.

*Section 8.6. Third Party Rights.* No Person not a party to this Agreement shall be deemed a third party beneficiary hereof.

*Section 8.7. Counterparts.* This Agreement may be executed in any number of counterparts, and by the different parties thereto on separate counterparts; each such counterpart shall be deemed an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart of this Agreement shall be effective as an original for all purposes.

*Section 8.8. Entire Agreement* This Agreement constitutes the entire agreement between the parties hereto in relation to this transactions contemplated hereby, and supersede all previous proposals, agreements and other written and oral communications in relation thereto.

*Section 8.9. Amendments, Etc* No amendment, modification, termination or waiver of any term or condition of this Agreement shall be effective without the written concurrence of each Party.

*Section 8.10. Invalidity* If at any time any provision of this Agreement shall be adjudged by any court or other competent tribunal to be illegal, invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and the parties hereto will use their best efforts to revise the invalid provision so as to render it enforceable in accordance with the intention expressed in this Agreement.

*Section 8.11. Governing Law* This Agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi, including the opinions of the Mississippi Attorney General, without regard to the principles of conflicts of law thereof.

*Section 8.12. Consent to Jurisdiction* Any litigation based hereon, or arising out of, under or in connection with this Agreement, may be brought and maintained in the courts of the State Mississippi. Each Party hereby expressly and irrevocably submits to the jurisdiction of the courts of the State of Mississippi for the purpose of any such litigation. Each Party further irrevocably consents to the service of process by registered mail, postage prepaid, to the address specified on the signature page hereto or by personal service within or without the State of Mississippi. Each Party expressly and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum.

*Section 8.13. WAIVER OF JURY TRIAL* TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER PURCHASE DOCUMENT OR ANY INSTRUMENT, DOCUMENT, AMENDMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER PROGRAM DOCUMENTS, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

*Section 8.14. Confidentiality* Each Party agrees to hold this Agreement and all non-public information received by it in connection therewith from any other Party or its agents or representatives in confidence and agrees not to provide any Person with copies of this Agreement or such non-public information other than to (a) Bottomline; (b) any officers, directors, members, managers, employees or outside accountants, auditors or attorneys of such Person or of any of its affiliates who need to know such information in order to carry out or administer the transactions hereby contemplated, (c) any prospective or actual assignee or participant which (in each case) has signed a confidentiality agreement containing provisions substantively identical to this Section or has agreed to be subject to the terms of this Section, and (d) Governmental Authorities with appropriate jurisdiction (including filings required under securities Laws). Notwithstanding the foregoing, the parties hereto will not be liable for disclosure or use of such information that (i) was required by Law, including pursuant to a valid subpoena or other legal process, (ii) was in such Person's possession or known to such Person prior to receipt, or (iii) is or becomes known to the public through disclosure in a printed publication (without breach of any of such Person's obligations hereunder).

*Section 8.15. Relationship of Parties* The obligations of the Parties under this Agreement are several and no Party shall be responsible for the obligations of any other Party thereunder. Nothing contained herein, and no action taken by any Party pursuant hereto, shall be deemed to constitute the Parties as a partnership, an association, a joint venture or any other kind of entity.

*Section 8.16. USA Patriot Act* Citizens hereby notifies the Client that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Title III of Pub. L. 109-177 (signed into law March 9, 2009), as amended from time to time (the "PATRIOT Act"), it is required to obtain, verify, and record information that identifies the Client, which information includes the name and address of the Client and other information that will allow Citizens to identify the Client in accordance with the PATRIOT Act.

*Section 8.17. Force Majeure and Sanctions Screening* Citizens will not be liable for its failure to perform its obligations under this Agreement to the extent that such non-performance is caused by extraordinary circumstances outside Citizens' control that could not have been reasonably anticipated. Client acknowledges and agrees that Citizen is required by applicable Laws and policies to subject instructions to process Transaction Requests to Sanctions Screening. Therefore, in respect of any and all delays in the processing of Transaction Requests Orders due to Sanctions Screening, including without limitation a failure by Citizens to process a Transaction Request, and to the extent permitted by law, Client agrees to: (a) hold Citizens harmless, and (b) that Citizens shall have no liability to Client or any third party whatsoever. In addition and notwithstanding anything to the contrary in this Agreement, Citizens undertakes no obligation to make any payment under, or otherwise to implement or process any Transaction Request or transfer of funds if there is any involvement by or nexus with a Sanctioned Entity, whether directly or indirectly. Citizens will also not be responsible for delays in processing Transaction Requests or making funds available to a Supplier if such delays were related to another bank's fraud and sanctions screening procedures or in accordance with the Bank Secrecy Act (31 U.S.C. 5311 et seq.) OFAC requirements or similar laws or requirements.

*Section 8.18. No Extension of Credit* Nothing in this Agreement nor any course of dealing between Client and Citizens constitutes a commitment or obligation of Citizens to lend money to Client or obligates Citizens to extend any credit to Client, to make a loan to Client, or otherwise to advance funds to Client to pay for a Transaction Request.

*Section 8.19. Agreement to do Business Electronically* Client hereby agrees to conduct business with Citizens electronically and consents to the giving and receiving of notices, instructions, including without limitation, acknowledgements to be contractually bound electronically or by electronic

means and not in paper or non-electronic form. Client further agrees that evidence of its or Citizens' consent to be contractually bound may be given by electronic means without the necessity of a signature to be effective and that electronic copies of notices, instructions or agreements such as facsimile or electronic copies shall be as effective as if originals were exchanged between the parties.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their undersigned, duly authorized officers on the date first above written:

**CLIENT:**

\_\_\_\_\_  
[Print Name of Client]

By: \_\_\_\_\_  
Name:  
Title:

**Notice Information:**

Name of Client:  
Address:  
Attn:  
Fax:  
Email:

*With a copy to:*  
James Ricci, SVP  
Head of Sponsorship Management  
Citizens Bank, N.A.  
One Citizens Drive, Riverside, RI 02915  
ROP455  
Phone: 401-282-2813  
Fax: 617-830-6376  
Email: james.ricci@citizensbank.com

**BANK:**

Citizens Bank, N.A.

Citizens Bank of Pennsylvania

By: \_\_\_\_\_  
James Ricci  
Senior Vice President

**Notice Information:**

James Ricci, SVP,  
Head of Sponsorship Management  
Citizens Bank, N.A.  
One Citizens Drive, Riverside, RI 02915  
ROP455  
Phone: 401-282-2813  
Fax: 617-830-6376  
Email: james.ricci@citizensbank.com



**DEFINED TERMS**

As used in this Annex A, the term “Agreement” means the Agreement (as defined herein) to which this Annex A is attached.

“Agreement” as defined in the preamble to the Agreement.

“Bank” as defined in the preamble to the Agreement.

“Bottomline” as defined in the recitals to the Agreement.

“Business Day” means a day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or required by law to close.

“Client” as defined in the preamble to the Agreement.

“Commercial Dispute” means, with respect to any Payable, any dispute or claim, regardless of merit, including, without limitation, any alleged dispute as to price, invoice terms, quantity, quality, or late or wrongful delivery and claims of release from or waiver of liability, any counterclaims or any alleged claim of deduction, offset, setoff, recoupment or counterclaim or otherwise, arising out of or in any way relating to such Payable or any other transaction related thereto.

“Confirmation” as defined in Section 2.1.

“Effective Date” means, subject to Section 5.1, the date of the Agreement.

“GAAP” means United States generally accepted accounting principles in effect as of the date of determination thereof.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indemnified Liabilities” as defined in Section 4.1.

“Indemnified Parties” as defined in Section 4.1.

“Insolvency Event” means, with respect to any Person, such Person (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); or (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; or (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; or (iv) institutes or has instituted against it a proceeding seeking judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (B) is not

dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation thereof; or (v) has a resolution passed for its winding-up, official management or liquidation; or (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter, or (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) (inclusive), or (ix) takes any corporate action to authorize any of the foregoing.

“Law” means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

“Offer” as defined in Section 2.1.

“Party” and “Parties” as defined in the preamble to the Agreement.

“PATRIOT Act” as defined in Section 8.16.

“Payable” means the monetary obligation of the Client to the applicable Supplier being paid pursuant to this Agreement.

“Payable Amount” as defined in Section 2.1

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Retained Obligations” as defined in Section 2.6.

“Sanctioned Entity” means, in each case, whether now or subsequently: (i) Cuba, Sudan, Iran, Myanmar, North Korea, or any other country that is subject to a sanctions regime; or (ii) any government or person (natural, corporate or governmental) who (a) is designated as a sanctions target by, or (b) whether or not designated, who is otherwise a subject of sanctions laws or regulations issued by, the USA, European Union, United Nations, or United Kingdom; or (iii) any person (natural, corporate or governmental) owned or controlled by or acting for or on behalf of (a) any person referred to in clauses (i) or (ii) above, or (b) any governmental agency or state-owned or controlled entity of a country referred to in clause (i) above.

“Sanctions Screening” means the process by which Citizens reviews and screens all instructions to process Transaction Requests submitted by Client against sanctions lists promulgated by governmental and regulatory authorities, including but not limited to lists issued by the Office of Foreign Asset Control and the Department of the Treasury

“Supplier” means, with respect to any Payable, the Person that is the payee in respect of such Payable pursuant to the applicable Contract or Invoice.

“Termination Date” as defined in Section 2.7.

# Memo

**To:** Distinguished Members of the City Council  
Honorable Mayor Jason Shelton  
**From:** Terri Blissard  
**Date:** March 27, 2018  
**Re:** Fair Housing Resolution

---

Please find attached for your approval a fair housing resolution from the Mississippi Development Authority.

The City is required to update its fair housing policy each time a CDBG or ARC grant is awarded, regardless of whether the project in question is related to housing. In this case, the update is triggered by the Fairpark ARC detention pond project.

## **FAIR HOUSING RESOLUTION**

**LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF TUPELO**, that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the **CITY OF TUPELO** to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the **CITY** does hereby pass the following Resolution.

**BE IT RESOLVED** that within available resources the **CITY OF TUPELO** will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U. S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

**BE IT FURTHER RESOLVED** that the **CITY OF TUPELO** shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

**THE CITY OF TUPELO** will, at a minimum:

- 1) adopt and publicize the Fair Housing Resolution;
- 2) post applicable Fair Housing information in prominent public areas;
- 3) provide Fair Housing Brochures/Fair Housing information to the public;
- 4) declare April as Fair Housing Month; and
- 5) conduct at least one (1) Fair Housing activity, and document said activity.

This Resolution shall take effect on this the 3<sup>rd</sup> day of April 2018.

Upon a motion by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, the matter was called to a vote with the Council voting as follows:

Councilman Beard \_\_\_\_\_

Councilman Jennings \_\_\_\_\_

Councilman L. Bryan \_\_\_\_\_

Councilman Palmer \_\_\_\_\_

Councilman M. Bryan \_\_\_\_\_

Councilman Whittington \_\_\_\_\_

Councilwoman Davis \_\_\_\_\_

Having received a majority vote, Mayor Jason Shelton declared that the Resolution had passed as set forth above.

**RESOLVED AND ORDERED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO** on this the 3rd day of April 2018.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_

Markel Whittington, President

ATTEST:

\_\_\_\_\_

Amanda Daniel, Council Clerk

APPROVED:

By: \_\_\_\_\_

Jason L. Shelton, Mayor

ATTEST:

\_\_\_\_\_

Kim Hanna, City Clerk

7.8

# Memorandum

**To:** Mayor and City Council

**From:** Kim Hanna 

**Date:** April 3, 2018

**OPEN NEW BANK ACCOUNT**

**I am requesting the approval to open a new bank account at Trustmark Bank**

City of Tupelo 2018 Revenue Bonds

The purpose of this account is to receive the proceeds for the 2018 Revenue Bond Issue, maintain the funds separately from all other funds and to expend funds for the AMR Project as project cost arise.



**City of Tupelo**

# Memo

**To:** City Council

**From:** Mayor Jason Shelton

**Date:** March 27, 2018

**Re:** Appointment for Mississippi's Final Stands Civil War Center Board

---

It is my recommendation that Mr. William J. "Bill" Mims be appointed to the Mississippi Final Stands Civil War Center Board. The City of Tupelo gets two appointments to this board. If approved, Mr. Mims would replace the late Mayor Ed Neelly.

Please consider this recommendation.

Bio attached

## William J. "Bill" Mims

Age: 68

Place of Birth: Corinth, Mississippi

Graduated High School: George County High School in Lucedale, Mississippi

BBA from William Carey University in Hattiesburg, Mississippi

Married to the former Bonnie Ann Havard of Lucedale

2 sons: Braden and Chad and 5 grandchildren

Retired from Mississippi Department of Employment Security as an Area Supervisor in Northeast MS with 41 years of service

Retired from the Mississippi Army National Guard as a Master Sergeant with 34.5 years of service

Former member of the Laurel Jaycees

Former member and past Secretary/Treasurer and past President of the Exchange Club of Greater Tupelo

Current member and past Board of Directors member of the Kiwanis Club of Tupelo

Member of St. Luke Methodist Church in Tupelo. Currently working with church youth group and have been for the last 24 years

Currently serving as the Lead Usher at St. Luke

Serving as a member of the Board of Directors of Brightview Credit Union and have been since 2009. Headquartered in Ridgeland, Mississippi with a branch in Tupelo

Currently a member of and serving as the Finance Officer of American Legion Post # 49 and have been since 2013

Currently serving as an officer in the 40&8 organization in the Chapter in Baldwin, Mississippi





7.10

# Memorandum

*Debra Byrd, Code Enforcement Manager*

**Date:** March 27, 2018  
**To:** Pat Falkner  
Shane Hooper  
**Subject:** Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on April 17, 2018, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find this property to be a hazard and award permission for the lowest and best bidder to demolish the structure and pay the bid winner from the Revitalization Fund. We will invoice the owner and place a lien on the property if the owner does not pay for the demolition. A copy of the entire case file including all pictures will be made available for the Council if they wish. I can attend the Agenda Review to answer any questions.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
18202	089P-31-244-00	520 S. BROADWAY	LIBERTY RESTORATION
23865	074T-17-055-00	3053 WALSH RD	L. PATRICK SHELLY
23446	075E-16-106-00	2630 WALSH RD	JOHN ELLIS
23682	089B-30-062-00	1209 N GREEN	DOOLIE WITHERSPOON
23764	089F-30-218-00	600 N SPRING	JOHN T. SHANNON

cc: Amanda Daniel, Clerk of the Council

7.11

# MEMO

**TO:** Mayor, City Council members

**FROM:** Shane Hooper

**DATE:** March 29, 2018

**RE:** Routine agenda item: request from Savannah Lane residents for recognition as neighborhood association

Attached is a request from Savannah Lane residents for recognition as a neighborhood association. A map of the proposed neighborhood is included for your information.

1479 Savannah Lane  
Tupelo, MS 38801

March 28, 2018

Ms. K. C. Grist  
Neighborhood Improvements Coordinator  
Development Services Office  
City Hall, 3<sup>rd</sup> Floor  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Re: Documents for recognition of Savannah Lane Neighborhood Association by  
the Tupelo City Council

Dear Ms. Grist,

Enclosed are the documents required for the Tupelo, MS City Council's recognition of  
the Savannah Lane Homeowner's Association (SLHA):

- SLHA By-Laws
- SLHA Officers with contact information
- Description of Savannah Lane boundaries

Your action to present this request at the first meeting of the City Council in April, 2018 is appreciated.  
Will you please inform me of the Council's approval at the earliest opportunity.

Respectfully,



Larry L. Coggin  
SLHA Member

cc: Mr. Jim Thomas, SLHA President

**Savannah Lane Neighborhood Association**  
**Listing of Officers**  
**March 6, 2018, Annual HOA Meeting**

**President:**

Mr. Jim Thomas  
1441 Savannah Lane  
Tupelo, MS 38801  
e-mail address: [jet1441@comcast.net](mailto:jet1441@comcast.net)

**Financial Secretary:**

Ms. Kay Riddell  
1499 Savannah Lane  
Tupelo, MS 38801  
e-mail address: [kriddell46@gmail.com](mailto:kriddell46@gmail.com)

**Recording Secretary:**

Ms. Linda Lehman  
1449 Savannah Lane  
Tupelo, MS 38801  
e-mail address: [lehmanlt@comcast.net](mailto:lehmanlt@comcast.net)

# Savannah Lane Neighborhood Association



7.12

March 23, 2018

Mayor Jason Shelton  
Mr. Markel Whittington, Council President  
Mr. Lynn Bryan  
Ms. Nettie Davis  
Mr. Mike Bryan  
Mr. Willie Jennings  
Mr. Travis Beard  
Mr. Buddy Palmer

Mayor Shelton and City Council:

I am requesting approval of international travel to attend the 2018 IAVM Venue Connect conference in Toronto, Ontario, Canada on July 20-26, 2018. Per diem rates for this location per the US State Department are \$121.

Thank you for your support.

Sincerely,



Todd Hunt, CVE  
Executive Director  
BancorpSouth Arena & Conference Center

7,13



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

March 27, 2018

## COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo  
City of Tupelo  
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:


I recommend the following bid award for consideration at your regular meeting on Tuesday, April 3, 2018:

**Bid No. 1511WL** – Tupelo Primary Substation Power Grounding Transformer Testing and Reconditioning and Power Vacuum Circuit Breaker Testing Project to the low qualified bid submitted by Solomon Corporation in the amount of \$148,700 as recommended by Allen & Hoshall Engineers.

If you have any questions, please let me know.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT

  
Johnny N. Timmons  
Manager

Amanda  
for  
Agenda



**Allen&Hoshall**

1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Office 901.820.0820  
Fax 901.683.1001  
[www.allenhoshall.com](http://www.allenhoshall.com)

March 26, 2018

Mr. Johnny Timmons, General Manager  
**Tupelo Water & Light Department**  
320 North Front Street  
P.O. Box 588  
Tupelo, MS 38802

Re: **Power Grounding Transformer and Breaker Testing and Reconditioning  
Tupelo Primary Substation**

Dear Mr. Timmons:

We have reviewed and evaluated the bids (Bid 1511WL) on the above referenced project. After careful consideration and evaluation, we recommend you accept the bid of \$148,700.00 from Solomon Corporation as the lowest bid for the Tupelo Primary Substation Power Grounding Transformer Testing and Reconditioning and Power Vacuum Circuit Breaker Testing Project. The Bid Tabulation is enclosed.

After approval, please notify us and we will instruct Solomon Corporation to proceed.

If there are any questions or you need additional information, please contact us.

Sincerely,

**Allen & Hoshall**

Scott Burleson, P.E.  
[sburleson@allenhoshall.com](mailto:sburleson@allenhoshall.com)





**Allen&Hoshall**  
engineers-architects-surveyors

**BID TABULATION**

**POWER GROUNDING TRANSFORMER TESTING AND RECONDITIONING**

**AND**

**POWER VACUUM CIRCUIT BREAKER TESTING**

**FOR**

**TUPELO PRIMARY SUBSTATION  
TUPELO WATER & LIGHT DEPARTMENT  
TUPELO, MS**

**BID OPENING: MARCH 20, 2018 - 10:00 am**

<u>Bidder</u>	<u>Total Bid Price</u>	<u># of Oil Passes</u>
Service Electric	<u>\$190,594</u>	<u>6</u>
ABB	<u>\$329,358</u>	<u>N/A</u>
<b>Solomon</b>	<b><u>\$148,700<sup>1,2</sup></u></b>	<u>4</u>

- 1 Liquidated damages limited to 10% of the price of the late material
- 2 \$3,500 per transformer for TransArmour paint and \$12,750 for Lead Abatement

**Engineers' recommended acceptance shown in bold**

7.14

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**City of Tupelo**  
**Department of Parks and Recreation**

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**MEMO**

**Alex Farned, M.S.**  
**Director**

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**To:** Mayor, Jason Shelton and City Council  
**From:** Alex Farned  
**CC:**  
**Date:** 3/28/18  
**Re:** Request to Donate Sick Time to Della Poston

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I would like to request that the Mayor, and City Council allow employees of the Parks and Recreation Department to donate sick time to Della Poston who works at the Oren Dunn Museum.

\*Della has been a part time employee with the city for many years, however recently (December) she was promoted to full time employment and currently has no sick time or vacation. This is for maternity leave.